

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	::	Chapter 11
	::	
QUIGLEY COMPANY, INC.,	::	Case No. 04-15739 (SMB)
	:	
	X	

Debtor.

**ORDER UNDER 11 U.S.C. §§ 363, 364, AND 105(a) AUTHORIZING FURTHER
EXTENSION OF TERM OF POSTPETITION FINANCING**

This matter having come before the Court on the motion, dated January 31, 2011 (the "Motion"), of Quigley Company, Inc., debtor and debtor in possession ("Quigley"), for an order approving an Amendment No. 16 to Credit and Security Agreement ("Amendment No. 16"), between Quigley and Pfizer Inc., a copy of which is attached to the Motion as Exhibit B, and extending the term of the Amended Credit Agreement¹ through and including August 19, 2011; and the Court previously having entered (a) on October 8, 2004, pursuant to 11 U.S.C. §§ 105(a), 361, 362, 363, and 364 and Fed. R. Bankr. Proc. 4001 and 6004, that certain Final Order: (I) Authorizing Postpetition Financing; (II) Granting Security Interests and Superpriority Administrative Expense Status; (III) Authorizing Quigley Company, Inc. to Enter Into Financing Agreements; (IV) Further Authorizing the Use of Cash Collateral; (V) Granting Replacement Liens and Rights to Adequate Protection; and (VI) Modifying the Automatic Stay, dated September 27, 2004 (the "Final Order"), and (b) various orders extending the term of the Amended Credit Agreement through and including

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Motion.

February 18, 2011; and due and adequate notice of the Motion having been given; and no timely objections having been filed, it is hereby

ORDERED THAT:

1. Approval of Amendment No. 16. The terms and conditions of Amendment No. 16 are hereby approved, incorporated by reference into the Final Order, and made fully enforceable in accordance with their terms, such that the DIP Facility and Quigley's authorization to use Cash Collateral are extended through and including August 19, 2011.

2. Authorization. Quigley is hereby authorized to enter into, execute, deliver, perform, comply with and be bound by all of the terms, conditions and covenants of Amendment No. 16, and all other agreements, documents and instruments to be executed and/or delivered in connection with or related to the Amended Credit Agreement, as amended through and including Amendment No. 16, and the other Financing Agreements (as such term is defined in the Final Order).

3. The DIP Facility, as amended, shall be governed by the Final Order, as supplemented by the terms and provisions of this Order.

Dated: New York, New York
February 17, 2011

/s/ STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE